

## MEMORANDUM OF AGREEMENT

Between the  
**CITY OF FITCHBURG, MA**

And the  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
ON BEHALF OF LOCAL 3128  
FITCHBURG PERMANENT FIREFIGHTERS ASSOCIATION  
November 2022**



The City of Fitchburg (the "City") and the **International Association of Fire Fighters, on behalf of Local 3128, Fitchburg Permanent Firefighters Association**, (the "Union"), collectively referred to as the "Parties," have concluded negotiations over changes to the terms for the successor Collective Bargaining Agreement between the Parties covering the period of fiscal year July 1, 2019 through June 30, 2022 and further, agree to extend their 2019 Collective Bargaining Agreement ("CBA") from July 1, 2022 through June 30, 2025, in all respects, except as modified by this Memorandum of Agreement. All changes shall become effective as of the date specified or effective as of the date of this Agreement should no date be specified. The Parties agree to the following modifications:

**1. Article 2, Duration, pg. 6**

- a. Amend the Duration of Agreement clause to specify that this Agreement shall be effective July 1, 2022 and shall be effective through June 30, 2025.
- b. Amend November 1, 2021 to November 1, 2024.
- c. Amend July 1, 2022 to July 1, 2025.

**2. Article 18, Position Posting and Bidding, Section 18.1, Notification, pg. 12** *[Amended FY23 – FY25]*

Amend the paragraph to read: "A notice of position availability, by reason of vacancy or creation of a new position which lists the classification and duties, shall be posted on bulletin boards within all Fire Stations and Fire Alarm. On the day the deputy chief posts the notification of position availability, the deputy shall send a page notifying every one of the posting. Said position shall be posted for a minimum period of ten (10) calendar days before such vacancy is filled. A selection shall be made within thirty (30) calendar days from the date of the original posting."

**3. Article 19, Compensation** *[Amended FY23 – FY25]*

**A. Section 19.2, Emergency Medical Technician (EMT), pg.14**

- a. Eliminate "One Thousand Five Hundred Dollars (\$1,500)" and replace with "Two Thousand Dollars (\$2,000)", to read as follows:

All employees who are certified Emergency Medical Technicians and remain certified shall receive six percent (6%) of the third (3<sup>rd</sup>) step firefighter's annual base pay, with an additional Two Thousand Dollars (\$2,000) annual compensation. Such compensation shall be paid in the first payroll period in August. This shall be pro-rated for new and retiring firefighters. No overtime, compensatory time or other costs shall be incurred by the fire department while the employee is attending an Emergency Medical Technician course.

**B. Section 19.5 Pager/Availability Pay, pg. 14** *[Amended FY23 – FY25]*

- a. Eliminate 1<sup>st</sup> sentence in Paragraph number one (1). (Effective January 1, 2019, or as soon as practicable, the City shall discontinue the practice of providing a pager for each member.)
- b. Amend three hundred dollars (\$300) to read six hundred dollars (\$600).
- c. Eliminate last sentence in section: "Any firefighter appointed after July 1, 2008, will not receive pager pay until s/he has completed his/her second (2<sup>nd</sup>) year of service."

**C. Section 19.6, Rank Differential, pg. 15** *[Amended FY23 – FY25]*

- a. Amend sentence to read "The rank differential for Lieutenants and Captains shall be seventeen percent (17%) between ranks."

**Article 19, Compensation, continued:**

**D. Section 19.7, Wages, pg. 15**

- a. A 2.5% wage increase shall become effective July 1, 2022;
- b. A 2.5 % wage increase shall become effective July 1, 2023; and
- c. A 2.5 % wage increase shall become effective July 1, 2024

**E. Section 19.8, Other Wage Provisions, pg. 15**

*[Amended FY23 – FY25]*

- a. Amend sentence #5 to read: "The rank differential for Lieutenants and Captains shall be seventeen percent (17%) between ranks."
- b. Amend sentence #6 to read: "The rate for Lieutenants who have completed twenty-five (25) years of service or more shall be 8.5% above a regular Lieutenant's rate. Captains who completed twenty-five (25) years of service or more shall be 8.5% above a regular Captain's rate."

**F. Add new Section 19.9, Emergency Medical Dispatcher (EMD), pg. 15**

*{Added FY23 – FY25}*

- a. All employees who are certified Emergency Medical Dispatchers and remain certified shall receive Two Thousand Five Hundred Dollars (\$2,500) annual compensation. Such compensation shall be paid in the second payroll in March. This shall be pro-rated for new and retiring firefighters.

**4. Article 20, Overtime, Section 20.5, Compensatory Time, pg.17**

*[Amended FY23 – FY25]*

- a. Amend sentence #3 from twenty-four (24) hours to the following: "Compensatory time must be used in the calendar year it is accrued, however any member having forty eight (48) hours or less compensatory time at the end of the year shall be allowed to carry over such time to the following year".

**5. Article 21, Holidays**

*[Amended FY23 – FY25]*

**A. Section 21.1, Holidays, pg. 17**

*[Amended FY23 – FY25]*

- a. Add "Juneteenth" to Paid Holidays chart.

**B. Section 21.2, Holiday Pay, pg. 17**

*[Amended FY23 – FY25]*

- a. Amend bullet point #2 from "twelve (12)" to "thirteen (13)."

**6. Article 22, Leaves of Absence**

**A. Section 22.6.1, Personal Days, Accrual, p. 21**

*[Amended FY23 – FY25]*

- a. **Eliminate** the following: "Employees appointed **after July 1, 2008**, who do not use sick leave days during any calendar month shall be granted personal leave, in accordance with this Agreement, as follows:
  - No personal leave shall be earned in the first year of service;
  - One-quarter (¼) of a shift earned per month for the employee's second (2<sup>nd</sup>) year of service;
  - One-half (1/2) of a shift earned per month for the employee's third (3<sup>rd</sup>) year of service;
  - One (1) shift earned per month for the employee's fourth (4<sup>th</sup>) year of service, which is the same as other member employees."
- b. **Insert** the following: "Any employee after completing their first year of service, who does not use any sick leave days during any calendar month shall be granted one (1) shift of personal leave without loss of pay for such calendar month, with a limit of twenty one (21) accrued personal days."

**Article 22.6.1, Personal Days, continued:**

- c. **Eliminate** the following: "Effective January 1, 2016, employees who do not use any sick leave days during any calendar month shall be granted one (1) shift of personal leave without loss of pay for such calendar month, with a limit of twenty one (21) accrued personal days."
- d. **Insert** the following: "If an employee does not use a sick day during the following calendar periods, July 1 through December 31, January 1 through June 30, the employee shall be granted an additional day for each six month period. These two additional days may not be used for time off. The employee shall receive one day's pay in the payroll period following the above time periods."

**7. Article 24, Education**

*[Amended FY23 – FY25]*

**A. Section 24, 1, Education Incentive, pg. 24**

- a. **Eliminate** the following: "Any new firefighter hired after July 1 2008 shall not receive said compensation for his/her fire science degree or any credit towards such degree until s/he has completed his/her sixth (6th) year of service to the Fire Department.
- b. **Insert** the following: "Employee members shall be eligible for such compensation upon their employment with the City's Fire Department as a full-time firefighter."

**B. Section 24.2, Training, New Hire and/or Appointee Training, pg. 25**

*{Added FY23 – FY25}*

- a. Add the following language after sentence #2:
  - 3. All **previously appointed and newly appointed Captains** shall attend and successfully complete the Fire Officer II training program at the Massachusetts Fire Fighting Academy. There is no charge for this state training. The Captain shall not be required to work his/her regularly assigned job while attending such training program. Attendance will begin within a reasonable time.
  - 4. All **previously appointed and newly appointed Captains** shall attend and successfully complete the Fire Department Safety Officer – Incident Safety Officer Training Program at the Massachusetts Fire Fighting Academy. There is no charge for this state training. The Captain shall not be required to work his/her regularly assigned job while attending such training program. Attendance will begin within a reasonable time.
  - 5. All **newly appointed Fire Prevention Inspectors** shall attend and successfully complete the Basic Fire Investigator, Fire Prevention Officer Basic, and Fire Prevention Officer Training programs at the Massachusetts Fire Academy. There is no charge for this State training. The Fire Prevention Inspector shall be granted a certificate of completion upon successful completion of these programs. The Fire Inspector shall not be required to work his/her regularly assigned job while attending such training program. Attendance will begin in a reasonable time.
  - 6. All **newly appointed Fire Prevention Directors** shall attend and successfully complete the Basic Fire Investigator, Advanced Fire Investigator, Fire Prevention Officer Basic, and Fire Prevention Officer, and fire Prevention Officer II training programs at the Massachusetts Fire Academy and any prerequisite classes needed to attend. There is no charge for this state training. The fire Prevention Director shall not be required to work his/her regularly assigned job while attending such training program. Attendance will begin in a reasonable time.

**C. Section 24.2, Training, Mandatory Training, pg.25**

*{Added FY23 – FY25}*

a. Add the following language after sentence #4:

5. All current firefighters hired after 1/1/2018 shall be EMD certified and remain certified until they reach their 15 year anniversary. All newly hired firefighters shall become certified EMD and remain certified for a minimum of fifteen (15) years.

**8. Article 26, Heavy Motor Equipment Repairman/Emergency Vehicle Technician (HMER/EVT)**

**A. Section F, Stipends, pg. 29**

- a. Amend the Commercial Driver's License (CDL) stipend from Two Hundred Dollars (\$200) to Four Hundred Dollars (\$400).
- b. Amend the pager availability stipend from Three Hundred Dollars (\$300) to Six Hundred Dollars (\$600).
- c. Amend the EVT/Fire Apparatus Technician Certification Requirements stipends as follows:
  - Amend Fifty Dollars (\$50) to One Hundred Dollars (\$100).
  - Amend One Hundred Dollars (\$100) to One Hundred Fifty Dollars (\$150).



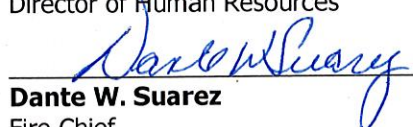
This **Memorandum of Agreement** is subject to ratification by the Union membership and approval by the City of Fitchburg, MA, City Council. The ratified Agreement shall be subject to funding in accordance with M.G.L. c. 150E, §7.

In witness whereof, the Parties hereto set their hands and seals on this <sup>6<sup>th</sup></sup> day of **December, 2022**.


**City of Fitchburg:**

  
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**Mayor Stephen L. DiNatale**

  
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**Susan A. Davis**  
Director of Human Resources

  
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**Dante W. Suarez**  
Fire Chief

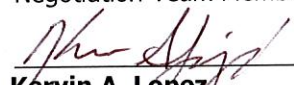
**International Association of Fire Fighters/Local 3128:**

  
\_\_\_\_\_  
**Patrick G. Haverty**  
President

  
\_\_\_\_\_  
**Bill R. Vautour**  
Vice President

  
\_\_\_\_\_  
**Kristopher Maillet**  
Secretary/Treasurer

  
\_\_\_\_\_  
**Anthony B. Knowles**  
Negotiation Team Member

  
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**Kervin A. Lopez**  
Negotiation Team Member

